

9--268A044



September 25, 1989

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

RECORDATION NO. 15701-A FILED 1425

SEP 25 1989

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

I have enclosed three originals of the documents described below to be recorded pursuant to Section 11303 of Title 49 of the United States Code. These documents are:

1. Security Agreement (Mortgage) Supplement dated as of July 15, 1989, a secondary document which supplements the Security Agreement (Mortgage) ("Security Agreement") dated as of June 30, 1988, between Export Development Corporation ("EDC") and the National Railroad Passenger Corporation ("Amtrak"), which was filed under Recordation No. 15701.

2. Confirmatory Supplement dated as of September 25, 1989, a secondary document which supplements the Security Agreement filed under Recordation No. 15701.

3. Lease of Railroad Equipment dated as of July 15, 1989, a primary document which includes the Lease Supplement No. 1 dated as of September 25, 1989.

4. Lessee Security Agreement (Mortgage) dated as of July 15, 1989, a primary document which includes the Lessee Security Agreement Supplement No. 1 dated as of September 25, 1989.

5. Sublease of Railroad Equipment dated as of July 15, 1989, a primary document which includes the Sublease Supplement No. 1 dated as of September 25, 1989.

6. Trust Indenture and Security Agreement (Mortgage) ("Trust Indenture") dated as of July 15, 1989, a primary document which includes the Indenture Supplement No. 1 dated as of September 25, 1989.

7. FRA Subordinated Security Agreement dated as of September 1, 1989, a primary document.

8. Cure Rights Agreement dated as of September 1, 1989, a primary document.

Amtrak requests that all of the documents listed herein, whether primary or secondary, be filed under Recordation No. 15701.

The parties to the above-listed documents include the following:

1 and 2. the Security Agreement (Mortgage) Supplement and the Confirmatory Supplement: EDC as mortgagee and Amtrak as mortgagor.

3, 4 and 5. the Lease of Railroad Equipment, the Lessee Security Agreement (Mortgage), Sublease of Railroad Equipment, and Supplements No. 1 thereto: Amtrak as, respectively, lessor, mortgagor, and sublessee; Wilmington Trust Company ("Owner Trustee") as, respectively, lessee, mortgagee, and sublessor.

6. the Trust Indenture and the Supplement No. 1 thereto: Owner Trustee as mortgagor and The Connecticut National Bank ("Indenture Trustee") as mortgagee. Amtrak is a consenting party to the Trust Indenture.

7. the FRA Subordinated Security Agreement: Amtrak as mortgagor and the Federal Railroad Administrator as mortgagee.

8. the Cure Rights Agreement: Owner Trustee as sublessor and mortgagee, Indenture Trustee as mortgagee, and EDC as a consenting party.

The addresses of the parties are:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115
Attention: Corporate Trust Administration

Export Development Corporation
Place Export Canada
151 O'Connor Street
P.O. Box 655
Ottawa, Canada K1P 5T9

Federal Railroad Administrator
Federal Railroad Administration
400 Seventh Street S. W.
Washington, D.C. 20590

National Railroad Passenger Corporation
60 Massachusetts Avenue, N. E.
Washington, D. C. 20002
Attention: Corporate Secretary

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890
Attention: Corporate Trust Administration

The railway equipment covered by the primary documents listed above and the Security Agreement (Mortgage) Supplement consists of eighty-six (86) intercity passenger coaches bearing Amtrak road numbers 54000 to 54071, inclusive, and 54500 to 54413, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive. All other documents listed above cover a portion of such railway equipment: forty-four (44) coaches bearing Amtrak road numbers 54000 to 54043, inclusive.

A fee of \$104 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the person delivering same stamped with the appropriate recordation number.

Short Summaries of the documents to appear in the index follow:

1. Security Agreement (Mortgage) Supplement to the Security Agreement (Mortgage) with Recordation No. 15701 dated as of July 15, 1989 and covering eighty-six (86) intercity passenger coaches bearing National Railroad Passenger Corporation ("Amtrak") road numbers 54000 to 54071, inclusive, and 54500 to 54513, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive.

2. Confirmatory Supplement to the Security Agreement (Mortgage) with Recordation No. 15701 dated as of September 25, 1989 and covering forty-four (44) intercity passenger coaches bearing National Railroad Passenger Corporation (Amtrak) road numbers 54000 to 54043, inclusive.

3. Lease of Railroad Equipment between Wilmington Trust Company, Rodney Square North, Wilmington, Delaware 19890 as owner trustee and lessee and National Railroad Passenger Corporation, 60 Massachusetts Avenue, N. E. 20002 ("Amtrak"), as lessor, dated as of July 15, 1989, and Supplement No. 1 thereto dated as of September 25, 1989. The Lease covers eighty-six (86) intercity passenger coaches bearing Amtrak road numbers 54000 to 54071, inclusive, and 54500 to 54513, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive, and the Supplement No. 1 covers forty-four (44) intercity passenger coaches bearing Amtrak road numbers 54000 to 54043, inclusive.

4. Lessee Security Agreement (Mortgage) between Wilmington Trust Company, Rodney Square North, Wilmington, Delaware 19890 as owner trustee and mortgagee and National Railroad Passenger Corporation, 60 Massachusetts Avenue, N. E. 20002 ("Amtrak"), as mortgagor, dated as of July 15, 1989 and Supplement No. 1 thereto dated as of September 25, 1989. The Lessee Security Agreement (Mortgage) covers eighty-six (86) intercity passenger coaches

bearing Amtrak road numbers 54000 to 54071, inclusive, and 54500 to 54513, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive, and the Supplement No. 1 covers forty-four (44) intercity passenger coaches bearing Amtrak road numbers 54000 to 54043, inclusive.

5. Sublease of Railroad Equipment between Wilmington Trust Company, Rodney Square North, Wilmington, Delaware 19890 as owner trustee and sublessor and National Railroad Passenger Corporation, 60 Massachusetts Avenue, N. E. 20002 ("Amtrak"), as sublessee, dated as of July 15, 1989 and Supplement No. 1 thereto dated as of September 25, 1989. The Sublease covers eighty-six (86) intercity passenger coaches bearing Amtrak road numbers 54000 to 54071, inclusive, and 54500 to 54513, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive and the Supplement No. 1 covers forty-four (44) intercity passenger coaches bearing Amtrak road numbers 54000 to 54043, inclusive.

6. Trust Indenture and Security Agreement (Mortgage) between Wilmington Trust Company, Rodney Square North, Wilmington, Delaware 19890 as owner trustee and mortgagor, and The Connecticut National Bank, 777 Main Street, Hartford, Connecticut 06115, as indenture trustee and mortgagee, dated as of July 15, 1989, and Supplement No. 1 thereto dated as of September 25, 1989. The Trust Indenture covers eighty-six (86) intercity passenger coaches bearing National Railroad Passenger Corporation ("Amtrak") road numbers 54000 to 54071, inclusive, and 54500 to 54513, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive and the Supplement No. 1 covers forty-four (44) intercity passenger coaches bearing Amtrak road numbers 54000 to 54043, inclusive.

7. Subordinated Security Agreement between National Railroad Passenger Corporation, 60 Massachusetts Avenue, N. E. 20002 ("Amtrak"), as mortgagor and the Federal Railroad Administrator, Federal Railroad Administration, 400 Seventh Street, S. W. Washington, D. C. 20590, as mortgagee, dated as of September 1, 1989 and covering eighty-six (86) intercity passenger coaches bearing Amtrak road numbers 54000 to 54071, inclusive, and 54500 to 54513, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive.

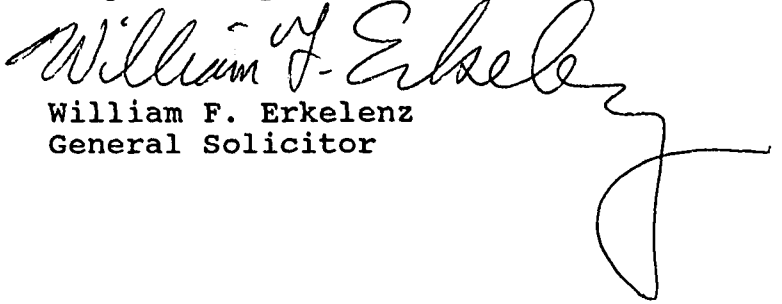
8. Cure Rights Agreement between Wilmington Trust Company, Rodney Square North, Wilmington, Delaware 19890 as owner trustee, sublessor, and mortgagee, and The Connecticut National Bank, 777 Main Street, Hartford, Connecticut 06115, as indenture trustee and mortgagee, dated as of September 1, 1989, and covering eighty-six (86) intercity passenger coaches bearing

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National Railroad Passenger Corporation ("Amtrak") road numbers 54000 to 54071, inclusive, and 54500 to 54513, inclusive, and eighteen (18) food service cars bearing Amtrak road numbers 53000 to 53007, inclusive, and 53500 to 53509, inclusive.

The undersigned is one of the attorneys for Amtrak.

Respectfully submitted,


William F. Erkelenz
General Solicitor

[FRA SUBORDINATED SECURITY AGREEMENT]

RECORDATION NO. 15701-15 FILED 1425

SEP 25 1989 -2 45 PM

INTERSTATE COMMERCE COMMISSION

ANNEX I TO THE
FRA SUBORDINATED
SECURITY AGREEMENT

CURE RIGHTS AGREEMENT

In consideration of the agreement of the Federal Railroad Administrator, for himself and on behalf of the Secretary of the Department of Transportation (the "Administrator"), to execute the Release of Mortgage and Consent dated as of September 1, 1989, (i) WILMINGTON TRUST COMPANY, a Delaware banking corporation ("Owner Trustee"), not in its individual capacity but solely as Owner Trustee under the Trust Agreement referred to in the Participation Agreement dated as of July 15, 1989 (the "Participation Agreement") among The Connecticut National Bank, as Indenture Trustee, Owner Trustee, Chrysler Capital Corporation, as Owner Participant, Export Development Corporation, as Lender, and National Railroad Passenger Corporation, also known as Amtrak, and (ii) THE CONNECTICUT NATIONAL BANK, as Indenture Trustee under that certain Trust Indenture and Security Agreement (Mortgage) dated as of July 15, 1989 ("Indenture Trustee"), each hereby agrees to:

(a) provide a copy to the Administrator of any notice of default to Amtrak under the Sublease or any other Operative Documents issued by Owner Trustee or Indenture Trustee, as the case may be, promptly after issuance thereof by it;

(b) provide the Administrator, prior to exercise of the possessory remedies of Owner Trustee or Indenture Trustee, as the case may be, an opportunity to cure any defaults of Amtrak under the Sublease until the earlier of 30 days from receipt of notice under clause (a) hereof, the date on which the Administrator evidences in the good faith judgment of Owner Trustee or Indenture Trustee, as the case may be, that it will not cure the default, or the time at which a third party is legally empowered in the good faith opinion of Owner Trustee or Indenture Trustee, as the case may be, to take action against or take possession of the Items of Equipment, to the extent that a default is capable of cure and the initiation of cure occurs within 30 days and, further, to the extent that the Sublease provides for a 30-day cure period; and provided further that if the Sublease provides for a period of cure of less than 30 days, the

Administrator shall be provided an opportunity to cure for such lesser period; and

(c) pay (to the extent consistent with law) to the Administrator in the event of a default by Amtrak the surplus proceeds from sale or other disposition of the Items of Equipment following payment of all obligations of Amtrak under the Operative Documents and the EDC Documents.

Capitalized terms and phrases used herein and not otherwise defined herein shall for all purposes hereof have the respective meanings specified therefor in the FRA Subordinated Security Agreement to which this Cure Rights Agreement is attached as Annex I. The obligations of (i) the Indenture Trustee hereunder shall terminate upon discharge of the Indenture; (ii) the Owner Trustee upon termination of the Trust Agreement; and (iii) each shall be binding upon any successor trustee under the Indenture or the Trust Agreement, as the case may be.

Dated as of September 1, 1989

WILMINGTON TRUST COMPANY,
not in its individual capacity
but solely as Owner Trustee

By: _____

Name:

Title: Carolyn C. Daniels
Financial Services Officer

THE CONNECTICUT NATIONAL BANK,
as Indenture Trustee

By: _____

Name:

Title:

Consented and agreed to:

EXPORT DEVELOPMENT CORPORATION

By: _____

Name: W. James Brockbank

Title: Area Manager

Administrator shall be provided an opportunity to cure for such lesser period; and

(c) pay (to the extent consistent with law) to the Administrator in the event of a default by Amtrak the surplus proceeds from sale or other disposition of the Items of Equipment following payment of all obligations of Amtrak under the Operative Documents and the EDC Documents.

Capitalized terms and phrases used herein and not otherwise defined herein shall for all purposes hereof have the respective meanings specified therefor in the FRA Subordinated Security Agreement to which this Cure Rights Agreement is attached as Annex I. The obligations of (i) the Indenture Trustee hereunder shall terminate upon discharge of the Indenture; (ii) the Owner Trustee upon termination of the Trust Agreement; and (iii) each shall be binding upon any successor trustee under the Indenture or the Trust Agreement, as the case may be.

Dated as of September 1, 1989

WILMINGTON TRUST COMPANY,
not in its individual capacity
but solely as Owner Trustee

By: _____
Name:
Title:

THE CONNECTICUT NATIONAL BANK,
as Indenture Trustee

By:  _____
Name: RINETTE BOUCHARD
Title: CORPORATE TRUST OFFICER

Consented and agreed to:

EXPORT DEVELOPMENT CORPORATION

By: _____
Name: W. James Brockbank
Title: Area Manager

Administrator shall be provided an opportunity to cure for such lesser period; and

(c) pay (to the extent consistent with law) to the Administrator in the event of a default by Amtrak the surplus proceeds from sale or other disposition of the Items of Equipment following payment of all obligations of Amtrak under the Operative Documents and the EDC Documents.

Capitalized terms and phrases used herein and not otherwise defined herein shall for all purposes hereof have the respective meanings specified therefor in the FRA Subordinated Security Agreement to which this Cure Rights Agreement is attached as Annex I. The obligations of (i) the Indenture Trustee hereunder shall terminate upon discharge of the Indenture; (ii) the Owner Trustee upon termination of the Trust Agreement; and (iii) each shall be binding upon any successor trustee under the Indenture or the Trust Agreement, as the case may be.

Dated as of September 1, 1989

WILMINGTON TRUST COMPANY,
not in its individual capacity
but solely as Owner Trustee

By: _____
Name:
Title:

THE CONNECTICUT NATIONAL BANK,
as Indenture Trustee

By: _____
Name:
Title:

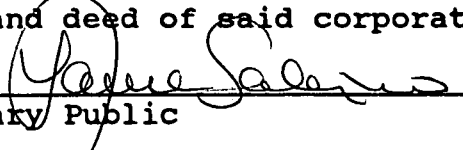
Consented and agreed to:

EXPORT DEVELOPMENT CORPORATION

By: W. James Brockbank
Name: W. James Brockbank
Title: Area Manager

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 14th day of September, 1989, before me personally appeared Carolyn C. Daniels, to me personally known, who, being by me duly sworn, says that he/she is the Financial Services officer of WILMINGTON TRUST COMPANY, as Owner Trustee in said instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

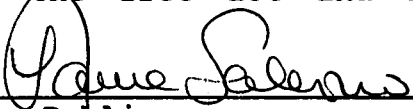
My commission expires

LAURE SALERNO
NOTARY PUBLIC, State of New York
No. 41-4694235
Qualified in Queens County
Commission Expires March 30,

July 31, 1991

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) ss.:

On this 14th day of September, 1989, before me personally appeared Rinette Bouchard, to me personally known, who, being by me duly sworn, says that he/she is a Corporate Trust officer of THE CONNECTICUT NATIONAL BANK, a national banking association, that said instrument was signed on behalf of said national banking association by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said national banking association.



Notary Public

My commission expires

LAURE SALERNO
NOTARY PUBLIC, State of New York
No. 41-4698935
Qualified in Oneida County
Commission Expires March 30, 1991

July 31, 1991

STATE OF NEW YORK)
 : ss.
COUNTY OF NEW YORK)

On this 14th day of September, 1989, before me personally appeared W. James Brockbank, to me personally known, who, being by me duly sworn, did say that he is Area Manager of EXPORT DEVELOPMENT CORPORATION and that the instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.



Notary Public

My commission expires

LAURE SALERNO
NOTARY PUBLIC, State of New York
No. 41-4694935
Qualified in Queens County
Commission Expires March 30, 1991
July 31, 1991